

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunication Company of Nebraska, Inc.

and

Pinpoint Communications, Inc.

Dated: February 6, 2002

AGREEMENT FOR LOCAL INTERCONNECTION

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AGREEMENT FOR LOCAL INTERCONNECTION

This Attachment For Local Interconnection ("Attachment") made this 6th day of February, 2002, is by and between Citizens Telecommunications Company of Nebraska, Inc. a Delaware corporation, having its principal place of business at 180 S. Clinton Avenue, Rochester, NY 14646 ("Citizens") and Pinpoint Communications, Inc. a Nebraska corporation, having its principal place of business at 611 Patterson Street, Cambridge, NE 69022 ("CLEC"). Citizens and CLEC may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Nebraska; and

CLEC is a telecommunications company authorized by the Nebraska Public Utilities Commission to provide local exchange telecommunications services in the State of Nebraska; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Attachment. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). An access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Telecommunications Act of 1996.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Public Service Commission(s) ("PSC") of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Carrier Tariff approved by the applicable PSC.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the Public Utilities Commission.

- 2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")
- 2.9. DS3 is a digital signal rate of 44.736 Mbps.
- 2.10. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance or Telecommunications Industry Solutions (ATIS) document which, defines industry standards for exchange message records.
- 2.11. Interconnection in this Attachment is as defined in the Act.
- 2.12. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.13. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.
- 2.14. Local Interconnection Guide (the "Guide") means the document provided to CLEC by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining CLEC Services. This document may be updated from time to time by Citizens.
- 2.15. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.
- 2.16. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.
- 2.17. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.
- 2.18. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).
- 2.19. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.
- 2.20. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.21. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.22. Wire Center denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require CLEC to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves CLEC from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that CLEC defaults on its account, service to CLEC will be terminated and any deposits held will be applied to its account.

3.6. In the case of a cash deposit, interest at the rate of 11.25% percent per annum will be paid to CLEC during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each Party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Attachment, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this

main body of the Attachment and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Attachment shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:30 p.m. Citizens may charge CLEC for the coordinated transfer of service activities scheduled outside of the specified hours at the tariffed hourly labor rates.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and CLEC authorizing the release of such information to CLEC or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

4.6. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.7. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

4.9. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.11 Expedited Order Charge. Expedited order requests will be accepted, but will be assessed an expedited order charge. That charge is calculated by multiplying the total nonrecurring installation charge for the quantity ordered times the number of Business Days from the requested service date to the last date of the service date interval described in the Local Interconnection Guide, and dividing that figure by the total number of Business Days within the applicable service date interval. Further discussion and an example of the calculation of the expedited order charge is found in the Preorder Section, Due Date Guidelines, in the Local Interconnection Guide. Citizens will notify CLEC of additional expedite charges, including any additional charges for work efforts outside of normal scheduled business hours, prior to the start of any provisioning activities.

4.12 Service Date Modifications/ Customer Not Ready. CLEC may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within four (4) hours of the scheduled due date, CLEC may be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Attachment. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Attachment. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 6. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Attachment, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

6.1. The Parties desire to resolve disputes arising out of this Attachment without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Attachment, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Attachment or its breach.

6.2. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Attachment. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon Attachment, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

6.3. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute will be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery will be controlled by the arbitrator. The arbitration hearing will be commenced within sixty (60) days of the demand for arbitration. The arbitration will be held in the state of interconnection as mutually agreed to by the Parties. The arbitrator will control the scheduling so as to process the matter expeditiously. The arbitrator will rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual Attachment of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6.4. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

SECTION 7. FORCE MAJEURE

If the performance of the Attachment, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

7.4. Labor difficulties, such as strikes, picketing or boycotts;

7.5. Delays caused by other service or equipment vendors;

7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. COMMISSION DECISION

This Attachment will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Attachment inoperable or creates any ambiguity or requirement for further amendment to the Attachment, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Attachment.

SECTION 9. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 10. REGULATORY APPROVAL

The Parties agree to jointly file this Attachment with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

11.1. CLEC agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of CLEC services, located within Citizens operating areas.

11.2. Citizens will include CLEC's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included, and directory assistance databases. Listings of CLEC's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

11.3. CLEC will identify any of these subscribers that are "non-published" customers. CLEC will provide Citizens with the directory information for all its End Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. CLEC will provide all subscriber listings at no charge to Citizens or its publisher.

11.4. CLEC's End Users' standard primary listing information in the telephone directories will be provided at no charge. CLEC will pay Citizens' tariffed charges for additional and foreign white page listings.

11.5. Both Parties will use their best efforts to ensure the accurate listing of CLEC's End User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

11.6. Citizens will accord CLEC directory listing information the same level of confidentiality which Citizens accords its own directory listing information. CLEC grants Citizens full authority to provide CLEC subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of CLEC listings to other directory publishers.

11.7. Citizens will distribute its telephone directories to CLEC's End Users in a manner similar to the way it provides those functions for its own end users.

11.8. CLEC will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that CLEC has the right to place such listings on behalf of its End Users. CLEC agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, CLEC agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages,

suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by CLEC hereunder.

11.9 Citizens' liability to CLEC in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by CLEC for such listing. In addition, CLEC agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to CLEC's End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 12. ENTIRE ATTACHMENT

This Attachment sets forth the entire understanding and supersedes prior Attachments between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Attachment or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 13. TERM OF ATTACHMENT

The initial term will be for 1 year from the Effective Date. Thereafter, this Attachment may be renewed for successive one-year terms on the anniversary of the Effective Date provided CLEC forwards a written request to renew to Citizens not less than 90 days prior to the expiration date. Citizens will provide CLEC with current prices for the services covered by this contract no later than 30 days after receiving the written request to renew.

SECTION 14. EFFECTIVE DATE

This Attachment will become effective upon approval by the State Commission.

SECTION 15. AMENDMENT OF ATTACHMENT

The Parties may mutually agree to amend this Attachment in writing. Because it is possible that amendments to this Attachment may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Attachment. Any amendment must be made in writing.

SECTION 16. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Attachment will not be deemed a waiver of any of the provisions of this Attachment, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Attachment.

SECTION 17. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Attachment retain full

control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 18. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS ATTACHMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS ATTACHMENT WAS EXECUTED.

SECTION 19. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Attachment. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 20. ASSIGNMENT

This Attachment may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 21. CONTROLLING LAW

This Attachment was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State Commission. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Attachment will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Attachment. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Attachment.

SECTION 23. DEFAULT

If either Party believes the other is in breach of this Attachment or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Attachment.

SECTION 24. CONFIDENTIALITY AND PUBLICITY

24.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Attachment will be protected by both Parties in accordance with the terms of this Section 12.

24.2. As used in this Attachment, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

24.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Attachment to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

24.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

24.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

24.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

24.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

24.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

24.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

24.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

24.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

24.4.5. is approved for release by written authorization of the disclosing Party; or

24.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

24.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

24.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further Attachment or negotiation with the other.

24.6. Nothing contained in this Attachment will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

24.7. All publicity regarding this Attachment and its Attachments is subject to the Parties' prior written consent.

24.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Attachment.

24.9. The Parties acknowledge that this Attachment contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Attachment to those individuals in their respective companies with a need to know the contents of this Attachment. The Parties further agree to seek commercial confidential status for this Attachment with any regulatory commission with which this Attachment must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 25. NO RIGHTS TO THIRD PARTIES

This Attachment will not provide any third party, including, but not limited to any End User customer of CLEC, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Attachment.

SECTION 26. HEADINGS

The headings in this Attachment are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Attachment.

SECTION 27. EXECUTION IN DUPLICATE

This Attachment may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 28. NOTICES

Except as otherwise provided under this Attachment, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:
Pinpoint Communications
Attention: Roger Hoffman
611 Patterson St.
Cambridge, NE 69022
Tel: (800) 793-2788

and to Citizens, addressed as follows:
Frontier, A Citizens Communications Company
Attn: Interconnection Director
3441 W. Henrietta Road
Rochester, NY 14623
Tel: (716) 777-7124
Fax: (716) 424-1196

Any Invoices should be sent to:

Pinpoint Communications
Attn: Accounts Payable
611 Patterson St.
PO Box 490
Cambridge, NE 69022
Tel: (800) 793-2788

Frontier, A Citizens Communications Company
Attn: Access Validation
14500 Burnhaven Drive
Suite 193
Burnsville, MN 55306

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Interconnection Attachment to be executed on their behalf on the dates set forth below.

_____	CITIZENS TELECOMMUNICATIONS COMPANY OF _____
By: _____	By: _____
Typed: <u>Roger Hoffman</u>	Typed: <u>Laurie Maffett</u>
Title: <u>Executive Vice President</u>	Title: <u>VP, Regulatory & Carrier Services</u>
Date: _____	Date: _____

ATTACHMENT 1

TRANSPORT & TERMINATION

ATTACHMENT 1 – TRANSPORT & TERMINATION

The Parties hereto, agree to interconnect their facilities and networks for the transport of local traffic as follows:

SECTION 1. DEFINITIONS

1.1. "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between Citizens and the CLEC.

SECTION 2. Interconnection Trunking Arrangements

2.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A, attached hereto and incorporated by reference. POIs set forth in this Attachment consent will not be unreasonably withheld.

2.2. For each Citizens Central Office tandem where CLEC and Citizens interconnect for the transport of local traffic, the Parties agree that there will be a single POI at the Citizens wire center or reasonably agreed to local POI location.

2.3. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Citizens be required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay Citizens reasonable charges for such modifications.

2.4. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.5. Interconnection will be provided via two-way trunks. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6. This Attachment is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any CLEC's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

CLEC and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1. Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

SECTION 4. Interconnection Forecasting.

4.1. Each Party will provide the other a two year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other.

4.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all Facilities between Citizens' Central Office and CLEC's will be engineered to achieve P.01 Grade of Service.

4.4. All requests by CLEC to Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

SECTION 5. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic.

5.1. The Parties agree that local traffic will be exchanged between the Parties on a bill and keep basis.

5.2. Compensation for use of facilities for interconnection will be billed according to tariffed rates as specified in Citizens' FCC Tariff No. 1.

5.3. Late payment charges for interconnection charges will be assessed as described in each Party's applicable tariffs.

5.4. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

5.4.1. No trouble is found in the interconnection trunks; or

5.4.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.4.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' applicable tariff.

EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS AND SPECIFIED POINTS OF INTERCONNECTION

[illegible]

ATTACHMENT 2

INTERIM SERVICE PROVIDER NUMBER PORTABILITY

ATTACHMENT 2 - Interim Service Provider Number Portability

SECTION 1. Description of Service

1.1. Interim Service Provider Number Portability ("ISPNP") is a service arrangement that can be provided by Citizens to CLEC or by CLEC to Citizens. Although this Attachment describes Citizens to CLEC arrangements, CLEC must make ISPNP available to Citizens on a reciprocal basis under the same terms and conditions.

1.2. ISPNP allows an end user customer to transfer service from Citizens to CLEC and to retain their existing telephone number. ISPNP allows incoming calls to Citizens provided telephone numbers to be routed to the CLEC's network for completion. ISPNP is available only for working telephone numbers assigned to Citizens' customers who request to transfer to CLEC provided service.

1.3. Citizens reserves the right to determine the type of serving arrangement used to redirect ISPNP calls to the CLEC network (e.g., remote call forwarding ("RCF")). Additional capacity for simultaneous call forwarding is available where technically feasible on a per path basis. CLEC will need to specify the number of simultaneous calls to be forwarded for each number ported.

1.4. ISPNP is subject to the following restrictions:

1.4.1. An ISPNP telephone number may be assigned by CLEC only to CLEC's customers located within Citizens' local calling area and rate center which is associated with the NXX of the ported number.

1.4.2. ISPNP is applicable only if CLEC is engaged in a reciprocal traffic exchange arrangement with Citizens.

1.4.3. Only the existing, Citizens assigned end user telephone number may be used as a ported number for ISPNP.

1.4.4. ISPNP will not be provided by Citizens for Citizens' customers whose accounts are in arrears and who elect to make a change of service provider unless and until:

1.4.4.1. Full payment for the account (including directory-advertising charges associated with the customers telephone number) is made by customer or CLEC agrees to make full payment on behalf of the customer.

1.4.4.2. Citizens is notified in advance of the change in service provider and a change of responsibility form is issued. Citizens accepts the transfer of responsibility.

1.4.5. ISPNP services will not be resold, shared or assigned by CLEC.

1.4.6. ISPNP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and service access codes (i.e. 500, 700, 800/888, 900). ISPNP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign central office service, as well as restrictions that may apply for unique services; e.g., DID, hunting arrangements. Furthermore, ISPNP numbers may not be used for mass calling events.

1.4.7. The ported telephone number will be returned to the originating company when the service associated with the ported number is disconnected. The company assigned the ported number may not retain it and reassign it to another customer. The normal intercept announcement will be provided by Citizens for the period of time until the telephone number is reassigned by Citizens.

1.4.8. When local number portability is available, ISNP will no longer be provided by Citizens. Once the Citizens switch becomes local number portability capable, Citizens will notify the CLEC. The CLEC has 45 days to convert from ISNP to local number portability.

SECTION 2. Customer of Record

2.1. CLEC will become the customer of record for the ported telephone number.

2.2. CLEC will be responsible for all future charges associated with the ISNP arrangement including collect, third number billed calls and any other calls charged to the Citizens provided telephone number.

SECTION 3. Ordering and Maintenance

3.1. CLEC is responsible for all dealings with and on behalf of CLEC's end users, including all end user account activity, e.g. end user queries and complaints.

3.2. If an end user requests transfer of service from CLEC back to Citizens, Citizens may rely on that end user request to cancel the ISNP service.

3.3. Certain features are not available with ISNP telephone numbers. Calling party information passed to the CLEC network may reflect the Citizens provided telephone number.

3.4. CLEC's designated ISNP switch must return answer and disconnect supervision to Citizens' switch.

3.5. The CLEC will provide to the E911/911 database provider the network telephone number that the CLEC assigned to the ported telephone number. Updates to and maintenance of the INP information to the E911/911 database are the responsibility of the CLEC.

3.5. The Party ordering the ported number shall pay a monthly recurring and nonrecurring charges as shown in Attachment 10 - Pricing. If Customers chose not to port their numbers, the original service-providing Party will provide a referral announcement advising callers of the new Customer's number. Charges for referral announcements are shown in Attachment 10 - Pricing. The monthly recurring and nonrecurring charges constitute full payment for interim number portability and no other charges apply. All rates shown in Attachment 10 - Pricing.

ATTACHMENT 3

LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 General

Citizens will convert to LNP once a Bona Fide Request is received from the CLEC. When the Bona Fide Request is received Citizens will have 180 days to provide portability in the requested central office to provide the necessary hardware and software.. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

1.2 Terms and Conditions

Citizens will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. A LNP telephone number may be assigned by CLEC only to CLEC's customers located within Citizens rate center, which is associated with the NXX of the ported number.

End user may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to CLEC until the End User's outstanding balance has been paid. If CLEC requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not port the number for that End User to the CLEC until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for non-payment and is subject to complete disconnection. Rules on disconnection of End User service can be found in the appropriate Citizens local state tariff.

1.3 Obligations of Citizens

Citizen will deploy LNP in the specified central offices 180 days after receiving a Bona Fide Request for LNP from a CLEC. (See Exhibit A and B).

Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until or as such time the standards are superceded by federal, state, or local legislation.

1.4 Obligations of CLEC

CLEC is required to send to Citizens a completed Bona Fide Request Form for LNP deployment.

CLEC is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.

CLEC is required to meet, all mutually agreed upon, testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

If CLEC fails to meet the mutually agreed upon testing date and implementation schedules, CLEC will be required to pay Citizens \$300.00 per day plus all expenses that Citizens has incurred as a result of CLEC's failure to meet these schedules.

CLEC is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

CLEC is responsible for providing its own access to the Service Order Administration (SOA).

CLEC is responsible to meet all the Industry requirements for LNP.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)

_____ (contact name /number)

FROM: _____ (requester/service provider name/ID)

_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

Please provide Requestor's information below:

CLEC/REQUESTOR:

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;
Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

EXHIBIT B

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ **(date of response)**

TO: _____ **(requester/CLEC name/ID)**
_____ **(contact name/address/number)**
_____ **requester switch(es)/CLLI)**

FROM: _____ **(name of service provider)**
_____ **(address of provider)**
_____ **(contact name/number)**

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1) _____

_____ (CLLI 2) _____

_____ (CLLI 3) _____

Authorized company representative signature/title: _____

ATTACHMENT 4

RESALE OF LOCAL SERVICES

ATTACHMENT 4 – Resale of Local Services

Section 1. DEFINITIONS

1.1 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

1.2 End User means the ultimate user of the telecommunications services being resold by Reseller. “End User” will mean an end user customer within Citizens’ operating area, which is presently an End User of Citizens.

1.3 End User Customer Location means the physical location of the premises where an End User makes use of the telecommunications services.

1.4 Resale means an activity wherein a certificated CLEC, such as Reseller, subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public under its own company name.

SECTION 2. SERVICE TO END USERS

2.1 Reseller will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Reseller for all services. Reseller will be Citizens’ single point of contact for all services purchased pursuant to this Attachment.

2.2 Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

2.3 Citizens maintains the right to serve directly any End User within Citizens’ serving area, that requests such service. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

2.4 Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

2.5 An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens’ account for which payment arrangements have not been made. Citizens will not, however, make the End User’s previous telephone number available to Reseller until the End User’s outstanding balance has been paid. If Reseller requests service for an End User that has been denied service or disconnected for non-payment by Citizens, and the End User still has an outstanding balance with Citizens, Citizens will not establish service for that End User through Reseller until the outstanding balance is paid. Denied service means that the service of an End User provided by a local exchange telecommunications company, including Citizens, has been temporarily suspended for nonpayment and is subject to complete disconnection.

2.6 Telephone numbers associated with Citizens’ retail telecommunication services offered for resale are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

2.7. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

2.8. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

2.9. Citizens can refuse to provide service to Reseller when it has reasonable grounds to believe that service will be used in violation of the law.

2.10. Reseller may purchase resale services from Citizens for their own use in operating their business.

Provided however it must hold it out and actually provide service primarily to end users other than itself or affiliated companies.

SECTION 3. CITIZENS' PROVISION OF SERVICES TO RESELLER

3.1. Reseller agrees that its resale of Citizens services will be as follows:

3.1.1. The telecommunications services available at a wholesale discount for resale by Reseller will be limited to End User services and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest will apply at the rate of 11.25 % per day, or the maximum allowed by law, whichever is greater, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to Citizens may be assessed.

3.1.3. Citizens reserves the right to periodically audit services purchased by Reseller. Such audit will not occur more than once in a calendar year. Reseller will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

3.2. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

3.3. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

3.4. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of Reseller

will be directed to Reseller. Citizens will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Reseller's End Users.

3.6. Reseller may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Attachment 10, Section 10.3.2. attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

3.7. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

3.8. Reseller agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

3.9. Reseller is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Reseller's accounts, Citizens will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Reseller orders a resold line to be equipped with toll blocking, and Citizens fails to so equip the line, Citizens will not require Reseller to pay for intraLATA toll billed to that resold line prior to toll blocking being placed on the line. However, Reseller remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

SECTION 4. MAINTENANCE OF SERVICES

4.1. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

4.2. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

4.3. Reseller accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

4.4. Reseller will be the single point of contact for all repair calls on behalf of Reseller's End Users.

4.5. Reseller will contact the appropriate repair centers in accordance with procedures established by Citizens.

4.6. For all repair requests, Reseller accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

4.7. Citizens will bill Reseller for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

4.8. Citizens reserves the right to contact Reseller's End User if deemed necessary, for

maintenance purposes in an emergency or as a result of a service call which Reseller may initiate.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1. Reseller must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for Reseller. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Attachment has been approved by the appropriate state PSC.

5.2. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service orders fees will apply as set forth in Citizens' Tariff.

5.3. When notification is received from Reseller that a current End User of Citizens will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

5.4. When an existing End User of Citizens switches to Reseller, Reseller must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

5.5. Reseller will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from Reseller to Citizens or will accept a request from another CLEC for conversion of the End User's service from the Reseller to the other CLEC. Citizens will notify Reseller that such a request has been processed.

5.6. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

SECTION 6. PAYMENT AND BILLING ARRANGEMENTS

6.1. When the initial service is ordered by Reseller, and subject to Section 3, paragraph 3.1, above, Citizens will establish one or more accounts receivable master accounts for Reseller.

6.2. Citizens will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange CLEC, Reseller will be billed the applicable Primary Interexchange Carrier Charge (the "PICC"). Citizens will render bills each month on established bill days for each of Reseller's master accounts.

6.3. Payment of all charges will be the responsibility of Reseller. Reseller will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by Reseller from Reseller's End User(s). Citizens will not become involved in billing disputes that may arise between Reseller and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

6.4. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as ("Due Date"). Payment is considered to have been

made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Section 6.9 following, will apply.

6.5. When Reseller has provided proof of tax exempt certification, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

6.6. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that Reseller actually makes the payment to Citizens.

6.7. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange CLEC access to the resold local exchange lines will be billed to the interexchange CLEC and are due to Citizens.

6.8. Citizens will not perform billing and collection services for Reseller.

6.9. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within twenty-nine (29) days after the bill is rendered, the account will be deemed correct and binding upon Reseller. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and Reseller has not already paid the disputed amount, the late payment fee referenced in Section 6.6, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in Reseller's favor, and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Section 6.6, above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, Reseller agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

6.10. No partial payment by Reseller will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which Reseller may have against Citizens and apply it as a partial payment. All invoices submitted to Reseller, or payments due by Reseller to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event Reseller makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment upon Reseller's request.

SECTION 7. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

7.1. Citizens will temporarily deny service to Reseller's End User on behalf of, and at the request of Reseller. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Reseller.

7.2. All requests by Reseller for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Reseller is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

7.3. Reseller will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

7.4. Citizens will advise Reseller when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss, or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

SECTION 8. DISCONTINUANCE OF SERVICE TO RESELLER

The procedures for discontinuing service to Reseller are as follows:

8.1. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of Citizens' Tariff, or this Attachment.

8.2. If payment of account is not received by the Due Date, Citizens may provide written notice to Reseller, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 6.6 will also apply. Notification costs will be charged to the Reseller.

8.3. If payment of account or formal notice of billing dispute as set forth in Section 6.6 is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

8.4. If Reseller fails to comply with the provisions of this Attachment, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Reseller does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Reseller at any time thereafter and Reseller will be obligated to notify its End Users that service will be discontinued (as specified in Section 6 hereof). In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein will preclude Citizens right to discontinue the provision of the services to Reseller without further notice.

8.5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Citizens will reestablish service at the request

of Reseller upon payment of the appropriate connection fee and subject to Citizens 's normal application procedures.

8.6. Where Reseller discontinues its provision of service to all or substantially all of its End Users, the Reseller must send advance written notice of such discontinuance to Citizens and to each of the Reseller's End Users. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Reseller, Citizens will continue to serve the End User at its retail rates.

SECTION 9. GENERAL PROVISIONS

9.1. The provision of services by Citizens to Reseller does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the Reseller is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Attachment, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Attachment which names the other Party.

9.2. No patent, copyright, trademark of other proprietary right is licensed, granted or otherwise transferred by this Attachment. Reseller is strictly prohibited from any use, including but not limited to sale, marketing, or advertising, of any Citizens' name or trademark.

9.3. The characteristics and methods of operation of any circuits, facilities, or equipment provided by Reseller or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring CLECs involved in its service as set forth in Citizens' Tariff.

9.4. Facilities and/or equipment utilized by Citizens to provide service to Reseller and Reseller's End Users remain the property of Citizens.

SECTION 10. LIABILITY

10.1. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.

10.2. Reseller will indemnify and hold Citizens harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including Reseller's End Users, as a result of Citizens' furnishing of service to Reseller and Resellers provision of such services to End Users.

10.3. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

10.3.1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or End User's own communications.

10.3.2. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or Reseller.

10.3.3. All other claims arising out of an act or omission of Reseller or its End User in the course of using services.

10.4. Reseller accepts responsibility for providing access to End Users' premises for

maintenance purposes of any service resold under the provisions of this Attachment. Citizens will not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

ATTACHMENT 5

CENTRAL OFFICE PHYSICAL COLLOCATION

ATTACHMENT 5 - CENTRAL OFFICE PHYSICAL COLLOCATION

In consideration of the mutual covenants contained herein, the Company and Collocator hereby agree as follows:

1. **Definitions.** For the purposes of this Attachment, the following terms or phrases will have the meaning set forth below:

- A. "Building" will mean the central office of Company located at _____.
- B. "Central Office Building" will mean a structure (not including a controlled environment vault ("CEV")) housing telephone company equipment that is under the control of Company and for which Company has the right to grant access and/or occupation by third parties.
- C. "Date of Occupancy" will mean the date on which Collocator first occupies the Premises pursuant to this Attachment.
- D. "Inner Duct" or "Conduit Space-per-foot" will mean any passage or opening in, on, under, over or through the Company Central Office Building cable or conduit systems.
- E. "COE" will mean Collocator-owned equipment.
- F. "Premises" will mean the space agreed between the parties, located in the Building to be used by Collocator to house the communications equipment specified in Collocator's Request Form. The location of the Premises within the Building is that portion of the Building outlined in red or heavy line on the attached **Exhibit A**, or as otherwise described in **Exhibit A**. Additionally, leased roof or wall space used for microwave purposes will be included in the definition where applicable.
- G. "Property" will mean the Building along with any real estate owned, leased or controlled by Company and used by Company in any way relating to the Building.
- H. "Request Form" will mean the form submitted by Collocator to the Company specifying the space, facilities and other requirements associated with the request for collocation and/or expanded interconnection service.
- I. "Tariffed Service" will mean the interconnection of Collocator's equipment and Company's equipment pursuant to the Company Access Service tariffs as filed with the Federal Communications Commission ("FCC").

2. **Scope of Attachment.**

- A. Subject to the terms and conditions herein, and in consideration of the payment by Collocator of all charges itemized in Attachment 10 – Pricing and charges otherwise made applicable by the terms of this Attachment, Company hereby grants to Collocator, and Collocator hereby accepts, a non-exclusive Attachment to occupy the Premises, for the sole and exclusive purpose of providing its customers with Telecommunications services. All Collocator equipment placed on the Premise is and will be compatible with Company's central office equipment and will not interfere with the operation of that equipment.
- B. Any interconnection of Collocator's equipment or facilities to the Company's equipment or facilities will be governed by the applicable rules and regulations of governmental authorities having jurisdiction of the subject matter of this Attachment.
- C. If a Collocator occupies more than one Premises location within the Building, Collocator may interconnect its own equipment, dedicated to its use, contained in the two separate Premises locations; provided, however, that Collocator will be either responsible for supplying and installing the cabling between Collocator's Premises locations using Company-designated Inner Duct, or will separately contract with Company or order from

the Tariff, as appropriate, this service. Collocator will be responsible for additional charges for use of such Inner Duct in accordance with the per-foot-charge.

D. Collocator will not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Attachment, if the Company determines, in the exercise of its sole discretion, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation; or (iv) violates the terms of this Attachment.

E. In the event that Collocator requests additional collocation space, the request will be negotiated as a new request for collocation. To the extent reasonably possible, Company will make contiguous space available to Collocator.

3. Types of Physical Collocation

A. Caged Collocation - all equipment physically collocated at Company's central offices shall be physically separated by a partition or fence from Company's central office equipment. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment.

B. Cageless Collocation - all equipment physically collocated at Company's central offices shall not be separated by a partition. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment. Citizens performs no repair, maintenance, installation on collocator's equipment beyond the designated demarcation as shown in Exhibit A.

4. Term and Billing.

A. The initial term of this Attachment will commence on date of occupancy, and will continue for a period of one (1) year. Thereafter, this Attachment will automatically renew for successive one-year terms on the anniversary of the Date of Occupancy unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then-current term.

B. Collocator may request renewal of this Attachment by giving the Company written notice of desire to renew at least ninety (90) days prior to the end of the then current term. Within thirty (30) days of receipt of such notice, the Company will submit to Collocator a revised Attachment 10 - Pricing, along with any other revisions to applicable charges.

C. Company will invoice Collocator on a monthly basis for charges itemized in Attachment 10 - Pricing. Collocator agrees to pay all invoices within thirty (30) days after the date of such invoice ("Due Date"). If Collocator's payment is not received by Company by the Due Date, Company can (i) impose a late charge of one and one-half percent (1.5%) per month until full payment is received by Company (or such lower amount as may be required by law).

5. Condition of Premises. Collocator represents to the Company that it has had an opportunity to inspect the Premises and that, subject to the completion of any construction work that needs to be completed prior to the Date of Occupancy, the Premises are in full compliance with the obligations of the Company under this Attachment.

6. Use of Common Areas. Collocator, and its employees, agents and invitees will have a non-exclusive right to use those portions of the common area of the Building as are designated by the Company in Exhibit A, which may be revised by the Company from time to time, including, but not limited to, the right to use corridors and other access ways from the entrance to the Building, the Premises, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Collocator at the Premises; provided, however, that if Company provides a separate entrance to the Premises, Collocator will not have a right to enter areas reserved for the Company's equipment and operations and the Company has the right to reserve parking spaces for Company's exclusive use or use by other occupants of the Building or otherwise restrict access to any area not designated as a common area. The Company hereby notifies Collocator that the common areas designated in

Exhibit A do not include rest room facilities or water fountains and that the Company makes no guarantee that such facilities will be available. Collocator, and its employees, agents and invitees will have access to other areas outside of the designated common areas, including rest rooms, only if granted on an individual-case basis by Company personnel on site. All common areas will remain under the exclusive control and management of the Company, and Company will have the right to change the level, location and arrangement of parking areas, and other common areas will be subject to such reasonable rules and regulations as Company may from time to time impose.

7. Company's Services and Obligations. For the Term of this Attachment, unless earlier terminated, the Company will furnish the following services:

A. Environmental Controls. As agreed by the Company and Collocator and shown in Exhibit C, the Company will furnish air conditioning and/or other environmental controls for the area in which the Premises is located to the extent such controls are already in place at the site. The Company will not be required to provide environmental controls over and beyond the standard equipment already in use by the Company in the normal operation of the site. Collocator hereby represents to Company such controls as exist and as are listed in Exhibit C are sufficient to allow the COE to function without risk of harm or damage to the Premises, the Building or any equipment or facilities of Company or any other occupant of the Building.

If Collocator locates equipment or facilities in the Premises that the Company determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by the Company in the Building, the Company reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Collocator's equipment or facilities will be paid by Collocator to the Company.

If COE requires cooling capability in excess of that normally provided by the Company for its own equipment, the costs of any required supplementary air conditioning required by Collocator will be paid by Collocator to Company.

B. Electricity. Electricity will be provided by Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Collocator requires additional electrical capacity, such capacity will be supplied by the Company; provided, however, that the provision of such electricity will be contingent upon Collocator paying the Company an additional fee, in an amount to be agreed upon by the parties, for such additional electricity. Notwithstanding any other provisions of this Attachment to the contrary, Company reserves the right to monitor Collocator's use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the Collocator at the Premises. If Company reasonably determines that the electricity provided to Collocator is insufficient to support the activity being carried on by the Collocator in the Premises, the Company may, after twenty (20) days written notice to Collocator, require the installation of additional electricity and Collocator will reimburse the Company for any expenses incurred in making such additional electrical circuits available to Collocator's Premises and providing such additional electricity.

Collocator covenants and agrees that its use of electric current will never exceed the capacity of existing feeders to the Building or the Premises, when reviewed in conjunction with electrical usage of other occupants in the Building.

C. Fire Safety System. Subject to the provisions of Section 7 (E) hereof, the Company may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Company will furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

The Company will provide stand alone fire extinguishers in common areas as required by applicable fire codes, but Collocator will have sole responsibility for such extinguishers within the Premises.

The Company and the Company's insurance carriers will perform regular inspections of fire protection systems, and Collocator hereby agrees to provide Company and Company's insurance carriers access to the Premises for the purposes of such inspections, via pass key or otherwise. Company agrees to provide Collocator with notice of its intent to access Collocator's Premises where, in Company's sole discretion, such notice is practicable; provided, however, that no failure of Company to give such notice will affect Company's right of access or impose any liability on Company. Company will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Collocator, its employees, agents or invitees, in which case Collocator will reimburse Company for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Collocator will, if at fault, and at Company's option, replace Halon or other fire extinguishing material discharged as a result of Collocator's act or omission. Collocator will have no duty to inspect fire protection systems outside the Premises; provided, however, if Collocator is aware of damage to the fire protection systems it will promptly notify Company.

Collocator is aware the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, the Company is relieved of all liability for damage to equipment or for personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of the Company, its officers, agents or employees.

D. Security Service. Company will furnish Building and Property security in accordance with its normal business practices, including, but not limited to, operating an alarm system on Collocator's entrance to the Building as designated in Exhibit A, and requiring that Collocator, or any of its employees, agents or invitees call the Company's security officer immediately upon entering the Building. Other than the locks on the entrances to the Premises, Company will provide no security specific to Collocator's Premises. Company will not be liable to Collocator or any other party for loss of or damage to the Premises or COE unless Company has failed to provide Building and Property security in accordance with its normal business practices.

E. Repairs. Company will, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments to the Premises, Building and Property, in a manner consistent with the Company's normal business practices.

Company will not be obligated to inspect the Premises, make any repairs or perform any maintenance unless first notified of the need in writing by Collocator. If Company fails to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by Collocator, Collocator's sole right and remedy will be, after further notice to Company, to make such repairs or perform such maintenance and submit invoices for costs incurred to the Company; provided, however, that the amount of such deduction will not exceed the reasonable value of such repairs or maintenance.

Company will, where practical, provide Collocator with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Premises; provided, however, that Company will have no obligation to provide such notice if Company determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Premises, or if required to do so by any court or governmental authority. Work will be completed during normal working hours or at other times identified by Company; provided, however, that Collocator will pay Company for overtime and for any other expenses incurred if such work is done during other than normal working hours at Collocator's request. Collocator will have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of Company to the Premises that are, in Company's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Collocator or Collocator's employees, agents or invitees, will be paid by Collocator to Company within ten (10) days after being billed for such repairs and maintenance by Company.

F. Interruption of Services. Company reserves the right to stop any service when Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Company agrees to use its best efforts not to interfere with Collocator's use of Premises. Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability

to obtain fuel water or supplies, governmental regulations, acts of God, or other causes beyond the reasonable control of Company.

No such interruption of service will be deemed an eviction or disturbance of Collocator's use of the Premises or any part thereof, or render Company liable to Collocator for damages, by abatement of applicable charges or fees or otherwise, except as set forth herein or in any applicable Tariff, or relieve Collocator from performance of its obligations hereunder, and, except as otherwise provided herein or in any applicable Tariff, Collocator waives and releases all other claims against Company for damages for interruption or stoppage of service.

Company will have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

G. Other Items. The Company will furnish all items specified on Exhibit B attached hereto and incorporated herein by reference.

H. Collocator Right Of Access. Subject to reasonable building rules and any applicable Security Arrangements, Collocator will have the right of entry twenty-four (24) hours per day to the Premises and common areas.

Company, at Collocator's expense, may issue nonemployee photo identification cards for each Collocator employee or vendor. Temporary identification cards may otherwise be provided by Company for employees or agents, contractors and invitees of Collocator who may require occasional access to the Premises.

Company may issue access cards, codes, or keys to Collocator's listed employees or vendors where such systems are available and their use by Collocator will not otherwise compromise building security.

Company reserves the right to close and keep locked all entrance and exit doors of the Building during hours Company may deem advisable for the adequate protection of the Building. Use of the Building at any time it is unattended by appropriate Company personnel, or on Sundays and state and federal or other holidays recognized by Company, or, if Collocator's premises is not fully segregated from the areas of the Building containing Company equipment, may result in Collocator requiring security accompaniment and will be subject to such reasonable rules and regulations as Company may from time to time prescribe.

I. Collocator Owned Equipment. The Company will not be responsible for the design, engineering, testing, maintenance or performance of COE.

8. Collocator's Obligations.

A. Access Right of Company. Collocator will allow Company access to its Premises at all times, via pass key or otherwise, to allow Company to react to emergencies, to maintain the space (not including COE), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Company, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Collocator has waived such notice elsewhere in this Attachment, and if conditions permit, Company will provide Collocator with notice of its intent to access the Premises, thereby providing Collocator the option to be present at the time of access. Collocator will not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

B. Inspection and Janitorial. Collocator will promptly notify Company of any damage to the Premises or of the need to perform any repair or maintenance of the Premises, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Premises).

C. Fire Protection Systems. Collocator will, with the prior written consent of Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Collocator may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises. If any governmental bureau, department or organization or Company's insurance carrier requires that

changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Premises, because of Collocator's equipment, such changes, modifications or additions will be made by Company and Collocator will reimburse Company for the cost thereof. If any governmental bureau, department or organization or Company's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Premises of Collocators in general are located and such changes are the direct result of the Collocator's equipment, such changes, modifications, or additions will be made by Company and Collocator will reimburse Company for the cost thereof in the same proportion as the square footage of the Collocator's Premises as compared to the total square footage of all Collocators' Premises in the affected portion of the Building.

D. Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the Property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If Company discovers that Collocator has brought onto Company's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Attachment or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Attachment. If Company elects to terminate this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Attachment.

Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Attachment.

E. Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a

nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

F. Rules of Conduct. Collocator, its employees, agents, contractors, and invitees will (i) comply with all rules and regulations that Company may from time to time adopt for the safety, environmental protection, care, cleanliness, and/or preservation of the good order of the Building, the Property and the Premises and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances that are applicable to the Premises and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Premises during the Term of this Attachment or any extension hereof.

G. Alterations. Collocator will not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Company and securing the prior written consent of Company in each instance. Company's consent will not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of Collocator.

All installations, alterations and additions will be constructed in a good and workmanlike manner and only new and good grades of material will be used, and will comply with all insurance requirements, governmental requirements, and terms of this Attachment. Work will be performed at such times and in such manner as to cause a minimum of interference with Company's transaction of business. Collocator will permit Company to inspect all construction operations within the Premises and to approve contractors, which approval will not be unreasonably withheld. If alterations are made by Collocator's contractors, Collocator will furnish to Company prior to commencement thereof, building permits and certificates of insurance or performance bonds of Collocator's contractors and sub-contractors. Any such insurance to be provided by Collocator's contractors or sub-contractors will provide for coverage in amounts not less than as required by Company of Collocator under this Attachment. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used will be furnished to Company. Collocator and its contractors and sub-contractors will hold Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions that take the form of fixtures, except trade fixtures, placed in the Premises by and at the expense of Collocator or others will become the property of Company, and will remain upon and be surrendered with the Premises. Upon termination of this Attachment, however, Company will have the right to require Collocator to remove such fixtures and installations, alterations or additions at Collocator's expense, and to surrender the Premises in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by Collocator in, about or upon the Premises will be subject to the prior written approval of Company, which will not be unreasonably withheld.

H. Fireproofing Policy. Collocator will not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Company. If Collocator desires signal, communications, alarm or other utility or service connections installed or changed, the same will be made by and at the expense of Collocator. Company will have the right of prior approval of such utility or service connections, and will direct where and how all connections and wiring for such service will be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Company's fireproofing policy, any penetrations by

Collocator, whether in the Premises, the Building or otherwise, will be sealed as quickly as possible by Collocator with Company approved fire barrier sealant, or by Company at Collocator's cost.

I. Overload Any Floor. Collocator will not exceed the Uniformly Distributed Live Load Capacity.

J. Signs. Collocator will not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, without the prior written consent of Company.

K. Advertising. Collocator will not use the name of the Building or Company for any purpose other than that of the business address of Collocator, or use any picture of likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Company.

L. Articles Sold. Collocator will not exhibit, sell or offer for sale, rent or exchange in the Premises or on the Property any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section 2 of this Attachment without the prior written consent of Company.

M. Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

N. Equipment Grounding. COE will be connected to Company's grounding system. Central office grounding must be engineered and constructed to meet producers, absorbers, non-isolated and isolated PANI standards.

O. Representations and Warranties. Collocator hereby represents and warrants that the information provided to Company in any application or other documentation relative to Collocator's request for Central Office Space Lease and License is and will be true and correct. Any violation of this Section will be deemed a material breach of this Attachment.

9. Rights Reserved to Company. Company will have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

A. To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Attachment;

B. To change the name or street address of the Building;

C. To install and maintain signs on the exterior and interior of the Building or anywhere on the Property;

D. To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;

E. To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other

loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);

F. To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof;

G. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;

H. To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the Property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;

I. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

J. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;

K. To do or permit to be done any work in or about the Premises or the Property or any adjacent or nearby building, land, street or alley;

L. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Attachment, unless Company exercises its right to terminate this Attachment with respect to all or a portion of the Premises;

M. To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company.

N. Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.

O. If it becomes necessary in Company's reasonable judgment, and there are no other reasonable alternatives, to require Collocator to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Company, in which event, Company will pay all moving costs, and any other costs associated with the relocation and the Attachment Fee provided for herein will remain the same;

P. To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

- Q. To exercise all other rights reserved by Company pursuant to the provisions of this Attachment;
and
- R. To inspect the installation of COE in the Premises prior to the connection of COE to Company facilities.

10. Insurance. Collocator, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Collocator's expense, and all other property owned or used by Collocator and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Company from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as may from time to time reasonably be required. The form of all such policies and deductibles thereunder will be subject to Company's reasonable approval. All such policies will be issued by insurers reasonably acceptable to Company and licensed to do business in the State of . In addition, the policies will name Company and any other parties designated by Company as additional insured, will require at least thirty (30) days' prior written notice to Company of termination or modification and will be primary and not contributory. Collocator will, at least ten (10) days prior to the Date of Occupancy, and within ten (10) days prior to the expiration of such policy, deliver to Company certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

11. Partial Destruction. If the Premises or a portion thereof sufficient to make the Premises substantially unusable will be destroyed or rendered unoccupiable by fire or other casualty, or if Company fails to timely cure a default as described in Section 18 herein, it is assumed Collocator will have the right to terminate this Attachment immediately without liability to Company.

Notwithstanding any other provision of this Attachment to the contrary, if any casualty is the result of any act, omission or negligence of Collocator, its agents, employees, contractors, Collocators' customers or business invitees, unless Company otherwise elects, this Attachment will not terminate, and, if Company elects to make such repairs, Collocator will reimburse Company for the cost of such repairs, or Collocator will repair such damage, including damage to the Building and the area surrounding it, and the Attachment Fee will not abate.

If the Building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Premises may be directly unaffected, Company may, at its election within ninety (90) days of such casualty, terminate this Attachment by giving written notice of its intent to terminate this Attachment. The termination as provided in this paragraph will be effective thirty (30) days after the date of the notice.

12. Eminent Domain. If the Property, or any portion thereof which includes a substantial part of the Premises, is taken or condemned by any competent authority for any public use or purpose, the Term of this Attachment will end upon, and not before, the date when the possession of the part so taken will be required for such use or purpose. If any condemnation proceeding is instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grades makes it necessary or desirable to remodel the Property to conform to the changed grade, Company will have the right to terminate this Attachment upon not less than thirty (30) days notice. No money or other consideration will be payable by Company to Collocator for such cancellation, and the Collocator will have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

13. Attachment Termination. At the termination of this Attachment by lapse of time or otherwise:

A. Surrender of Keys. Collocator will surrender all keys, access cards and Company-provided photo identification cards to the Premises and the Building to Company, and will make known to Company the combination of all combination locks remaining on the Premises.

B. Vacate Premises. Collocator will remove its equipment from the Premises within thirty (30) days.

C. Return of Premises. Collocator will return to Company the Premises and all equipment and fixtures of Company in as good a condition and state of repair as when Collocator originally took possession, normal wear and tear or damage by fire or other casualty excepted. Collocator will be responsible to Company for the cost of any repairs that will be made necessary by the acts or omissions of the Collocator or of its agents, employees, contractors or business invitees. Company reserves the right to oversee Collocator's withdrawal from the Premises and Collocator agrees to comply with all directive to return the Premises in other than its original condition on the Date of Occupancy; provided, however, that Collocator will not be responsible for putting the Premises in other than its original condition if to do so would put Collocator to additional expense above and beyond that which would be necessary to return the Premises in its original condition.

D. Removal of Additions. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Collocator, in or upon the Premises, whether placed there by Collocator or Company, will be Company's property and will remain upon the Premises, all without compensation, allowance or credit to Collocator; provide, however, that if at such termination or within ten (10) days thereafter, Company so directs, Collocator will promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premises by Collocator, failing which Company may remove the same, and Collocator, failing which Company may remove the same, and Collocator will, upon demand, pay to Company the cost of such removal and of any necessary restoration of the Premises. No cable will be removed from Inner Duct except as directed by Company.

E. Property Presumed Abandoned. All fixtures, installations, and personal property belonging to Collocator not removed from the Premises within thirty (30) days after termination of this Attachment and not required by Company to have been removed as provided in this Attachment, will be conclusively presumed to have been abandoned by Collocator and title thereto will pass to Company under this Attachment as if by a Bill of Sale.

F. Delay of Surrender. If the Premises is not surrendered at the termination of the Attachment, Collocator will indemnify Company against loss or liability resulting from delay by Collocator in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

14. Remedies of Company. All rights and remedies of Company herein enumerated will be cumulative and none will exclude any other right or remedy allowed by law.

A. Default. If Collocator defaults in the prompt payment of any portion of the charges (and such default will continue for thirty (30) or more days after it is due and payable) or in the performance or observance of any other provision of this Attachment (and such default will continue for twenty (20) or more days after notice thereof will have been given to Collocator), then Collocator will be deemed in default and Company may enforce the performance of this Attachment in any manner provided by law.

Unless Collocator cures the default upon the date and time set forth in the notice, Company will have the right, without further notice or demand, to (i) terminate Collocator's right to possession, without terminating this Attachment, or re-enter and remove all person and property without prejudice to Company's remedies for breach of contract, or arrears of Total Fees, and (ii) resume possession of the Premises occupied by Collocator and declare the term of this Attachment ended and terminate all unpaid Total fees due under this Attachment for the remainder of the original term hereof.

If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a twenty (20) day period, then such default will be deemed to be rectified or cured if Collocator will, within the twenty (20) day period, commence to rectify and cure with all due diligence and, in any event, within forty (40) days from the date of giving such notice.

B. Surrender of Premises. Upon any termination of this Attachment, whether by lapse of time or otherwise, or upon any termination of Collocator's right to possession without termination of this Attachment,

Collocator will surrender possession thereof to Company, and hereby grant to Company full and free license to enter into and upon the Premises in such event with or without process of law and to expel or remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Company hereunder or by operation of law.

C. Expenditures by Company. Whenever under any provision of this Attachment, Collocator will be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Collocator fails, refuses or neglects to perform as required herein, Company will be entitled, but will not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Collocator. In such event, the amount thereof with interest thereon as hereinafter provided, will be collectible on demand. All such interest amounts will be at lower of the rate of 1.5% per month or the highest lawful rate calculated per month until repayment by Collocator in full.

D. Sale of Building or Change in Building Lease Terms. If the owner of the Building or Company sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfer, assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Attachment, Company's performance under this Attachment will be excused to the extent of the inconsistency. Company hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation will in no way obligate Company to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

15. Bankruptcy. If any voluntary or involuntary petition or similar pleading under any sections of any bankruptcy act will be filed by or against a Collocator, or any voluntary or involuntary proceeding in any court or tribunal will be instituted to declare Collocator insolvent or unable to pay Collocator's debts, or Collocator makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Collocator or for the major part of Collocator's property, Company may, if Company so elects but not otherwise, and with or without notice of such election or other action by Company, forthwith terminate this Attachment.

16. Proprietary Information. Company agrees to hold in confidence information provided to it by Collocator pursuant to this Attachment, as well as information known to Company as a result of the interconnection of equipment contained in Premises to Company facilities and services if such information is of a competitive nature. Similarly, Collocator agrees to hold in confidence information provided to it by Company pursuant to this Attachment, as well as information known to Collocator as a result of its presence on the Property if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (1) was already known to the Party free of any obligation to keep such information confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

17. Asbestos. Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

18. Subordination. This Attachment will at all times be subject and subordinate to the lien of any mortgage (which term will include all security instruments) that may be placed on the Premises and Collocator agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

19. Binding Effect and Assignment. Subject to the terms of Section 4 of this Attachment, Company and Collocator agree that this Attachment will bind and inure to the benefit of the respective successors and assigns of both Company and Collocator.

20. Entire Attachment. This Attachment, and any Exhibits which are made a part of this Attachment, contains the entire Attachment between parties.

21. No Partnership. Nothing contained in this Attachment will be deemed or constructed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or any other association between Company and Collocator.

22. Miscellaneous.

A. Unenforceable Provisions. If any term, provision, covenant or condition of this Attachment, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Attachment, and all applications thereof, not held invalid, void or unenforceable, will continue in full force and effect and will in no way be affected, impaired or invalidated thereby.

At Company's option, any changes, additions or modifications, either approved or mandated by a regulatory agency, affecting the application of this Attachment or the licensing of Company's buildings or the interconnection of services to Company's telecommunications network will either be incorporated into this Attachment with written notification, consistent with terms identified by the agency, or the Attachment will be terminated with no liability to Company. Collocator agrees to accept any decision by Company in this regard; provided, however, Company will work with Collocator to minimize impact to the Collocator's business.

C. Contingency. This Attachment is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

D. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Attachment or of any law, present or future, will be given in writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.

Any party to this Attachment may change its address for the purpose of receiving notices or demands by written notice to the other party, given in the manner described in this Section. Such notice of change of address will not become effective, however, until the actual receipt by the other party.

E. Headings. The headings of this Attachment are for convenience only and will not be used to construct or modify the terms of this Attachment.

F. Execution in Counterparts. This Attachment may be executed in copies, each of which will constitute an original, but any of which taken together will constitute one in the same document. In the event of a conflict between the provisions of any original Attachment with the provisions of any other original Attachment, the provisions of Company's original Attachment will govern and control.

G. Execution of Additional Documents. At the request of either Company or the Collocator, the parties agree to execute, in recordable form, a memorandum of this Attachment which may contain any information with respect to this Attachment, desired by either party, covering the Premises, Building or Property. Both parties hereby consent to the recording of such a memorandum.

H. Brokers. Collocator warrants that it has had no dealings with any broker or agent in connection with this Attachment, and covenants to pay, hold harmless and indemnify Company from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Attachment or the negotiation thereof.

I. Waiver of Default. Company and Collocator agree that the waiver by either party of a breach of any term, covenant, or condition contained herein will not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition.

J. Changes to Attachment. This Attachment and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Attachment may only be modified or amended by an instrument in writing executed by Company and Collocator.

K. Attachment Effective. Submission of this instrument for examination or signature by Company does not constitute a reservation of or option for Attachment, and it is not effective, as an Attachment or otherwise, until execution and delivery by both Company and Collocator.

L. Representations. Neither Company nor its agents have made any representation or warranties with respect to the Premises of this Attachment except as expressly set forth herein; no rights, easements, or leases will be acquired by Collocator by implication or otherwise unless expressly set forth herein.

M. Work Stoppages. In the event of work stoppages, Company may establish separate entrances for use by personnel of Collocator. Collocator will comply with any emergency operating procedures established by Company to deal with work stoppages.

N. Governing Law. The Laws of the State of Nebraska will govern the validity, construction, performance and effect of this Attachment.

O. Authorized Representatives. The individuals executing this Attachment on behalf of Collocator represent and warrant to Company they are fully authorized and legally capable of executing this Attachment on behalf of Collocator.

EXHIBIT A

PLAN OF PREMISES

The Premises consists of that area outlined in red or heavy line on the plan affixed (excluding from the foregoing, if any, elevator shafts; flues; pipes; shafts; vertical and horizontal ducts or conduits; pillars; demising walls; electrical boxes; fire hose cabinets, and stair.

[PLEASE SEE ATTACHED]

EXHIBIT B

ITEMS PROVIDED BY COMPANY

EXHIBIT C

ITEMS PROVIDED BY COLLOCATOR

ATTACHMENT 6

UNBUNDLED LOCAL LOOPS

ATTACHMENT 6 – UNBUNDLED LOCAL LOOPS

SECTION 1. DEFINITIONS

1.1. Asymmetrical Digital Service Loop (ADSL) is a transmission technology that facilitates simultaneous voice and data over a single copper pair.

1.2. Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the end user may have limited tolerances to total bridged-tap on a circuit.

1.3. Cable Loading is the process of adding load coils to a metallic cable facility.

1.4. Cable Unloading is the process of removing load coil(s) from a metallic cable facility.

1.5. Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

1.6. Digital Loop Carrier (DLC) is a system that enables multiple end users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

1.7. Integrated Digital Loop Carrier (IDLC) is a system for connecting the remote terminals of a digital loop carrier system directly to digital switching systems in a wire center without analog-to-digital conversion.

1.8. Integrated Services Digital Network-Basic Rate Interface (ISDN-BRI) is a service that is a subset of ISDN. ISDN-BRI provides two bearer and one data channel over a traditional copper wire pair in accordance with established ISDN standards.

1.9. Main Distribution Frame (MDF) is a hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.

1.10. Unbundled Local Loop is the transmission path from CITIZENS' MDF, or its equivalent, up to and including the CITIZENS' Network Interface Device (NID) at end user premises.

1.11. Universal Digital Loop Carrier (UDLC) is a configuration of a digital loop carrier system that uses a central-office terminal to provide the analog-to-digital conversions that enable analog connections to any switching system.

SECTION 2. GENERAL TERMS AND CONDITIONS

Unbundled Local Loops are provided in accordance with the specifications described herein. CITIZENS' sole obligation is to provide and maintain Unbundled Local Loops in accordance with such specifications. CITIZENS DOES NOT WARRANT THAT UNBUNDLED LOCAL LOOPS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this Attachment apply only to the local loop as defined herein. CITIZENS, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

2.1 Unbundled Local Loops may not be used to provide any service that would degrade or otherwise adversely affect CITIZENS' network services, e.g., introduce harmful voltages or electrical

currents in excess of standards used in common industry practice. CITIZENS will provide CLEC each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3.2 below. CITIZENS will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if CLEC requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, CITIZENS will consider the request on a case-by-case basis.

2.2. CLEC is responsible for assigning any telephone numbers necessary to provide its end users with local exchange service.

2.3 The Unbundled Local Loop is the transmission path from CITIZENS' MDF, or its equivalent, up to and including the CITIZENS' Network Interface Device (NID) at end user premises.

2.4. It is CLEC's responsibility to provision and provide E911 Services to its end users that are provisioned utilizing CITIZENS' Unbundled Local Loops.

2.5. In the event any modification of CITIZENS' facilities or construction is required to implement an unbundled local loop at any given location, additional charges will apply. CITIZENS is not required to construct or provide unbundled local loops in areas where facilities do not currently exist.

2.6. Unbundled Local Loops are only available to the CLEC for use in its provisioning of local exchange service to its end users.

2.7. To the extent that CITIZENS files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Attachment and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Attachment will be superseded by the tariff.

SECTION 3. TYPES OF UNBUNDLED LOCAL LOOPS

3.1. The 2-Wire Analog loop is a two wire voice grade facility that supports 300 to 3000 Hz analog service. No line treatment or range extension is added.

3.2. The 4-Wire Analog Loop is a four wire voice grade facility that supports 300 to 3000 Hz analog service with send and receive transmission paths. No line treatment or range extension is added.

3.3. The 2-Wire ADSL Capable Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft. maximum loop length, and 24 gauge (possible 22/24/26 gauge) wire combination.

Each request for a 2-Wire ADSL Capable Loop will go through a pre-qualification process. In those instances where a 2-Wire ADSL Capable loop is not available, the CLEC will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.4. The 2-Wire ISDN BRI Capable Loop is a loop facility that will meet the design requirements for ISDN Basic Rate Interface (BRI) standards of 144kbps customer useable data capacity channelized as 2B + D. The 2-Wire ISDN BRI Capable Loop makeup includes a 15,000 ft. loop length.

There are some end user locations served by loop facilities and transmission equipment that are not compatible with the ISDN BRI technical requirements and or are beyond the normal loop lengths for ISDN BRI. Citizens will consider requests for a 2-Wire ISDN BRI Capable Loop for these locations and will determine separate charges for each request on a case-by-case basis. CLEC agrees to pay the quoted charges prior to commencement of work.

The 2-Wire ISDN BRI Capable Loop is typically provided in the following configurations:

3.4.1 Non-loaded metallic loop technically qualified for ISDN BRI transmission without the need for additional equipment.

3.4.2 A combination of Universal Digital Loop Carrier (UDLC) channels and a qualified non-loaded metallic loop.

3.5. The 4-Wire DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544Mbps. The 4-Wire DS-1 Capable Loops are only available to CLEC for use in its provision of local exchange service to its' end users.

It will be at CITIZENS' discretion to determine the manner that the 4-Wire DS-1 Capable Loop is provided. This could include; but is not limited to the following: (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, (iii) Combination of both fiber and metallic.

Each request for a 4-Wire DS-1 Capable loop will go through a pre-qualification process. In those instances where a 4-Wire DS-1 Capable loop is not available, CLEC will incur additional expenses associated with any or all of the following work activities: (i) Engineering and/or construction of loop facilities, (ii) cable unloading/loading and/or bridged tap removal.

Any combination of the above stated activities could be required before the loop is capable of meeting the technical parameters required for a 1.544Mbps transmission rate. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 4. CONDITIONING

If CLEC requests unbundled local loop conditioning or if conditioning is required to provide one of the unbundled local loops described in this Attachment, CITIZENS will condition the unbundled local loop at CLEC's expense. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 5. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for unbundled local loops. CITIZENS will make this determination, but CLEC may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. CITIZENS will determine separate charges for each repeater placement. CLEC agrees to pay the quoted charges prior to commencement of work.

SECTION 6. FORM OF ACCESS

Interconnection to loops will be at CLEC's collocated equipment at the CITIZENS central office in the local exchange. Access to unbundled loops may occur in the following manner:

Access to Unbundled Local Loops that terminate on metallic pairs at the MDF will be provided to CLEC's collocated equipment in that central office.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

Ninety days prior to submitting any Loop service orders, CLEC must provide to CITIZENS forecasts of the numbers of Loops that CLEC plans to order from CITIZENS at the exchange level. Thereafter, CLEC will update the forecasts on a quarterly basis. The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the CLEC Master Account Questionnaire.

SECTION 8. IMPLEMENTATION

To ensure correct provisioning, CITIZENS highly recommends that CLEC and CITIZENS have a technical meeting prior to CLEC ordering Unbundled Local Loops

8.1. Unbundled Local Loop Service will be available on an unbundled basis, first-come first-served, and subject to the availability of CITIZENS' facilities.

8.2. Certain of CITIZENS' geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If CLEC requests one or more Unbundled Local Loops in these areas, CITIZENS will notify CLEC of the lack of available facilities. CLEC may request alternative arrangements. These arrangements may include, but are not limited to: (i) copper facilities, or (ii) universal digital loop CLEC facilities, or (iii) both. Additional charges may apply. CITIZENS will determine separate charges for each request. CLEC agrees to pay the quoted charges prior to commencement of work

SECTION 9. CUTOVER

9.1 For local exchange telephone service, CLEC will be responsible for providing battery power and dial tone to its connection point two days prior to the due date on the service order.

9.2 If a coordinated cutover is not requested, the cutover will occur during CITIZENS' normal business hours upon the agreed cutover date.

9.3 CLEC may request a coordinated cutover, in which case coordination charges will apply. On each Unbundled Loop order, CLEC and CITIZENS will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which CLEC and CITIZENS personnel will make telephone contact to complete the cutover.

Within the appointed 30 minute cutover interval, CLEC personnel will call the CITIZENS personnel designated to perform cross-connection work. Work will be promptly commenced and performed following completion of this call. If CLEC's personnel fail to call or are not ready within the appointed interval, and if CLEC had not rescheduled the cutover at least 2 hours prior to the start of the interval, additional charges will apply. Delays caused by CLEC's end users are the responsibility of CLEC. Delays or rescheduling caused by CLEC or CLEC's end user will result in an additional charge.

9.4 Complex coordinated cutovers will be charged on a time and materials basis.

SECTION 10. ORDERING AND MAINTENANCE

10.1 CLEC agrees to follow the procedures in CITIZENS' Local Interconnection Guide for ordering and maintenance.

10.2. For the purpose of Unbundled Local Loop assignment, tracking, and dispute resolution, Citizens will require a Letter of Authorization (LOA) for each end user for which CLEC has requested reassignment of the loop serving that end user. Such LOA may be a blanket LOA or other form agreed upon between Citizens and CLEC authorizing the release of such information to CLEC or, if state or federal law provides otherwise, in accordance with such law. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature.

10.3. If there is a conflict between an end user and CLEC regarding the disconnection or provision of Unbundled Local Loops, CITIZENS will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and Unbundled Local Loop Service is not yet established, CLEC will be responsible to pay the applicable service order charge. If the end user's service has been

disconnected and the end user's service is to be restored with CITIZENS, CLEC will be responsible to pay the applicable nonrecurring charges as set forth in CITIZENS' applicable tariff to restore the end user's prior service with CITIZENS.

10.4. Each Party is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CITIZENS will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CITIZENS' network. CLEC must provide to CITIZENS test results where available when testing its end user's trouble prior to CITIZENS performing any repair functions. When CLEC has reported the trouble and such trouble is not in CITIZENS' network, CITIZENS will apply to CLEC the service charges in accordance with the applicable time and materials charges. CLEC agrees to follow the procedures defined in the CITIZENS Local Interconnection Guide for trouble reporting.

10.5. CLEC must submit to CITIZENS a disconnect order for any Unbundled Local Loop that is relinquished by the end user because of cessation of service. Unbundled Local Loop facilities will be returned to CITIZENS when the disconnection order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.6. When ordering Unbundled Local Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.7. CLEC will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility. If CITIZENS performs tests of the Unbundled Local Loop facility at CLEC's request, a charge will apply unless the fault is in CITIZENS facilities.

SECTION 11. RATES

Rates for Unbundled Local Loops are specified in Attachment 10 - Pricing.

ATTACHMENT 7

PRICING

Attachment 7 – PRICING

10.1 RECIPROCAL COMPENSATION

Local Calls will be terminated by the Parties on a Bill and Keep basis.

10.2 ISPNP Rates

Interim Service Provider Number Portability Rates

	<u>Monthly Rates</u>
Primary Business Number, per 1 path ported	\$ 2.00
Residence number ported, 1 per path	\$ 2.00
Each additional path associated with the primary number	\$ 1.00
Subsequent Service Order Charges Apply based on the appropriate State Local Tariff	

10.3 RESALE Charges

10.3.1. Nonrecurring Charges:

A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring charge is discounted by **10 %** from Citizens Tariff rate for Records only Service Ordering Charges.

10.3.2. Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted at **10 %**. Except as qualified in Attachment 4 – Resale, Section 3.6.

10.3.3. The following services are available for resale under this Attachment but are not included in the wholesale pricing reflected above:

10.3.4. Services not available for Resale:

10.4 Interconnection Caged/Cageless Collocation Pricing List

<u>Collocation</u>	<u>Monthly</u>	<u>Nonrecurring</u>
10.4.1. Collocation Processing Fee		\$ 2,440.00
10.4.2. Floor Space Charge		
Cageless per one standard bay (10 sq. ft. maximum)	\$ 109.00	
Cageless per one cabinetized bay(18 sq. ft. maximum)	\$ 178.00	
Cageless per additional sq. ft.	\$ 8.58	
All other Applications, per sq. ft.	\$ 8.58	
10.4.3. Cross Connect per:		
DS0	\$ 1.25	\$ 413.57
DS1	\$ 3.90	\$ 352.85
DS3	\$ 48.00	\$ 1,249.98
10.4.4. AC Power per 20 Amps- This does not include any DC power or backup power.	\$ 274.49	\$ 1,475.00
10.4.5. DC Power per 40 Amps: 2-feeds	\$ 487.49	\$ 3,527.04
10.4.6. Engineering Fee Charge per order, per Central Office. Charge for the work performed by CTC associated with the design and development of collocation. Total charge is reduced by the up front fee.		\$ 6,240.00
10.4.7. Cable Pull Charge Charge per Central Office, per cable terminated:		\$ 904.80
10.4.8. Office Arrangement		
Caged - Caging costs per order, per Central Office:		\$ 4,608.61
Cageless – Per each standard bay		\$ 1,520.00
Cageless – Per each standard bay with Relay Rack		\$ 5,320.00
Cageless – Per each cabinetized bay		\$ 1,520.00
10.4.9. Maintenance per relay rack	\$ 44.00	
10.4.10. Building Modification Charge Charge per Central Office, per order.		ICB
10.4.11. Training (Virtual)		Time and Expense

10.4.13 LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Security Escort, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Engineering, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Technician, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00

Basic Time - Monday through Friday, 8 a.m. to 5 p.m.

Overtime - Monday through Friday, Before 8:00 a.m. and after 5:00 p.m.

Premium Time - Saturday(s), Sunday(s) and Holiday(s)

10.5 Unbundled Local Loop Rates

<u>Recurring Charges</u>	<u>Monthly Rate</u>
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2-Wire Analog Loop	\$ 23.06
4-Wire Analog Loop	\$45.12
2-Wire ADSL Capable Loop	\$34.97
2-Wire ISDN Capable Loop	\$34.97
4-Wire DS-1 Capable Loop	\$136.53

Cross-Connections

2-Wire Jumper	\$1.75
4-Wire Jumper	\$3.50

<u>Non-Recurring Charges</u>	<u>Rate</u>
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Service Order	\$18.70
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Central Office Cross-connects

2-Wire Jumper	\$13.20
4-Wire Jumper	\$26.40

Cross-Connects outside the central office

2-Wire Jumper	\$13.20
4-Wire Jumper	\$26.40
Travel Charge	\$41.80
Customer Loop Information (per loop)	\$6.91

Special construction requests such as, but not limited to, Conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on a time and material basis.

Hourly Labor Rates:

First Half Hour	\$31.86*
Each Additional Half Hour	\$15.49*

*Standard Business Day Rates